
DECLARATION STATEMENT (AGREEMENT)

Agreement relative to the IRS Magnetic Media Currency Transaction Report Filing Project

This agreement between the Internal Revenue Service ("IRS") and _____ ("the Financial Institution"), governs the participation of the Financial Institution in the IRS Magnetic Media Currency Transaction Report Filing Project ("the Project"). During the Project, the (Financial Institution / the branches or offices of the Financial Institution listed in the appendix to this agreement) may file Currency Transaction Reports ("CTRs") required by the Bank Secrecy Act (31 U.S.C. section 5313) and the regulations thereunder, 31 CFR Part 103, by magnetic media in lieu of filing paper "CTRs" (IRS Form 4789).

In consideration for the opportunity to participate in the Project, the Financial Institution, through an authorized corporate officer, agrees to meet and satisfy each of the terms and conditions enumerated in this agreement.

Test Submission

1. The Financial Institution understands that until the Internal Revenue Service Detroit Computing Center ("the Detroit Computing Center") acknowledges a successful test submission and certifies the Financial Institution for participation in the Project, the Financial Institution is not authorized to file "CTRS" magnetically and must continue to file paper Forms 4789.
2. The Financial Institution agrees to send a test submission in accordance with the attached Detroit Computing Center specifications for the Project by _____.
3. The Financial Institution understands that its failure to meet any of the criteria established for the test submission will result in its not being certified to participate in the project.

General Provisions

4. The Financial Institution understands that the provisions of 31 CFR Part 103, including provisions regarding verification of customer identity and record retention, govern with respect to any CTR filed by magnetic media during the Project.
5. The Financial Institution agrees to comply with all provisions of the attached specifications for the Project.
6. The Financial Institution agrees that all "CTRs" it files magnetically will relate only to transactions, otherwise reportable by Form 4789, conducted during the period for which its participation in the Project has been approved.
7. The Financial Institution understands that the magnetic submission must contain all the information required to be provided on IRS Form 4789, and that the instructions on IRS Form 4789 apply with like force and effect to the magnetic submission.
8. The Financial Institution agrees to furnish the name and unique identifier of the bank employee who handles any transaction reported by magnetic tape. The Financial Institution agrees to maintain a list of employees' unique identifiers and retain a copy of such list for five years.
9. The Financial Institution agrees to keep a record that will identify all employees of the filing institution who have handled the currency transaction reported by magnetic media.
10. The Financial Institution agrees that if paper Forms 4789 or the equivalent work papers are manually generated prior to magnetic filing the Financial Institution will retain a copy of all manually generated forms or work papers, signed by the respective initiators, for a period of five years
11. The Financial Institution agrees that each magnetic submission will be accompanied by a Transmittal of Form 4789 Information reported on Magnetic Media (Form 4804/Form 4802 Continuation), signed by an authorized Financial Institution official authenticating the submission and attesting to the accuracy and completeness of the information contained therein. The Financial Institution will retain a copy of these authentication forms for a period of five years.

12. The Financial Institution understands that any "CTR" not acknowledged as received by the Detroit Computing Center will be considered not filed.
- (a) If "CTRs" are not acknowledged as received within thirty days of transmission to the Detroit Computing Center, the Financial Institution will notify the Detroit Computing Center within forty-five days of transmission.
 - (b) If the Financial Institution receives an acknowledgement for a magnetically filed CTR which it did not submit to the Detroit Computing Center, the Financial Institution will notify the Detroit Computing Center by telephone within one business day of receipt of the erroneous report.
13. The Financial Institution agrees:
- (a) to secure, store, and retain for five years a copy of the magnetic media acknowledgement/submission translated to microfiche or other media from which a paper copy of the filing information can be made;
 - (b) that the information provided the IRS will be accessible and searchable by customer name;
 - (c) that paper copies of a magnetically filed CTR will be made available in response to any subpoena or legal process requesting that CTR, and that Financial Institution witnesses will be made available in any court proceeding involving a magnetic media submission to which the United States is a party; and
 - (d) that the microfiche or paper copies of the magnetic media submission will be made available to the Department of the Treasury or any bank supervisory agency in connection with any examination of Bank Secrecy act compliance.
14. The Financial Institution agrees that the advertising language it uses will not infer any special relationship with or endorsement of its services by the Department of the Treasury or the Internal Revenue Service.
15. The Financial Institution understands that the Director of the Office of Financial Enforcement, U.S. Department of the Treasury, may terminate immediately this agreement and the Financial Institution's participation in the Project at any time, for any reason, including the failure to file in accordance with the specifications, to maintain an acceptable level of quality of data submitted or to satisfy any of the terms of this agreement.
16. The Financial Institution agrees that any administrative appeal from a termination decision will be limited to the review procedures established by the Internal Revenue Service.
17. If the Decision to terminate the Financial Institution's participation in the Project is made, the financial Institution shall resume filing paper CTR documents immediately.

For the Financial Institution:

(Signed)

(Title)

(Date)

DECLARATION STATEMENT

APPENDIX

Financial Institution to be Contacted Regarding This Project:

Name of Financial Institution: _____

Address: _____

Official to be Contacted: _____

Phone: (____) _____

**Address of location (s) where magnetic Currency Transaction Reports will be prepared:
(if more than one location, list all locations)****Address of offices and branches that will not participate in the Project and
will continue to submit paper Forms 4789 during the Project:**